



VISION

People Families Neighborhoods

MISSION

To serve, protect and govern in
concert with local municipalities

VALUES

People	Customer Service
Ethics	Resource Management
Innovation	Equal Opportunity

Fulton County, Georgia Purchasing Department

INVITATION TO BID NUMBER 05ITB42177YA

**DESCRIPTION: Fire Protection System Maintenance
and Repair**

For General Services Department

Due Date: March 10, 2005 Time: 11:00 a.m., Local Time

**ADDRESS: Fulton County Purchasing Department
130 Peachtree Street., SW, Suite 1168
Public Safety Building
Atlanta, Georgia 30303**

Description: Fire Protection System Maintenance and Repair

Fulton County Purchasing Department is soliciting sealed bids from qualified vendor (s) to furnish all parts, labor, equipment, transportation and materials necessary to perform **Testing, Maintenance and Repair on fire protection systems** within Fulton County Buildings for a period of 1 year from date of award. The systems covered consist of Fire Sprinkler systems, stand pipe and hose systems, fire pumps, control valves, system valves, back-flow prevention assemblies, and fire department connections.

General

1. Scope of Work

PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL MEET WITH FACILITY MAINTENANCE PERSONNEL TO DISCUSS THE POINTS OF CONTACT, BUILDING ACCESS AND INVOICE PROCESSING.

- 1.1 Two types of tasks are included in the scope of work:
 - 1.1.1 Four quarterly flow tests and verification of associated alarms. Three quarterly tests conducted at three (3) months interval, and the fourth quarterly tests to coincide with the Annual inspection.
 - 1.1.2 One annual inspection and maintenance of the sprinkler system, that includes the work involved in quarterly tests also.

Work shall include, but is not limited to, all the work shown in paragraph 19 through paragraph 22 and the following:

- 1.2 Frequency of testing and maintenance tasks for Fire Sprinkler and associated equipments shall be according to paragraphs 20 and 21. For those items requiring testing or maintenance in multi-year cycles, items will indicate the calendar year the maintenance shall be accomplished.
- 1.3 Written reports on results of all tests include updated fire pump curve graphs.
- 1.4 Services calls outside the scope of work for testing and identified in these specification. The vendor shall provide coverage for the building whenever any portion of a Fire Protection System is taken out of service.
- 1.5 Post a tag at each Fire Department Connection and system control valve indicating which system or part thereof has been removed from service.
- 1.6 Walk through the system with the appropriate county representative after maintenance and repairs are complete to demonstrate that the system is fully in service.

2. **Repairs**

In case of a defect observed during testing the vendor shall submit a proposal for the defect and proceed to carry out repair work after obtaining specific approval from Zonal Manager.

3. **Working Hours**

All specified testing and maintenance may be accomplished during normal business hours. The successful bidder may choose to accomplish some of the work at other than normal business hours at no additional cost to the county. The timing of repair services will be dictated by the seriousness of the situation. For the purpose of this contract normal working hours will be from 7:00 A. M. to 5:00 P.M. Monday thru Friday, excluding Fulton County Holidays.

Any additional work requested by Fulton county to be performed outside of normal working hours (including weekends and Holidays) will be paid at a the quoted rate, subject to a maximum of 1.5 times the rate of the basic hourly rate bid. Holiday rates will apply only to holidays officially recognized by Fulton County.

The successful bidder is required to respond to all emergency repair calls within two (2) hours of notification. Failure to respond within the two (2) hour time period will not be a basis for overtime payment.

4. **Experience and Qualifications**

4.1 The vendor must provide copies of State of Georgia Certifications or other acceptable forms of certification to prove that they are qualified to perform maintenance on fire protection systems.

Note: The bidder understands that failure to submit Certification as required in this paragraph will be a reason for disqualifying the bidder.

4.2 The vendor must have been in the business of testing and maintaining fire protection systems for minimum of three (3) years.

5. **Maximum Repair Allowance**

The successful bidder is responsible for submitting an estimate prior to performing any repairs outside the scope of work of testing and maintenance, which shall include an estimated cost for repair and also the estimated cost of replacing the item. The successful bidder must identify any items where the cost of repair is equal to or greater than seventy-five percent (75%) of the price of a new item. Failure to adhere to the requirements of this paragraph will be grounds for termination of the contract.

Example: New Fire Pump	=	\$1000.00
Maximum Repair Allowance on Fire Pump =		\$ 750.00
Repair of Fire Pump	=	\$ 758.00

Action: Recommend Replacement's of old fire pump instead of repair.

6. Parts Pricing

This Paragraph is only applicable for work provided beyond routine testing and maintenance. The successful bidder is required to supply all parts associated with testing and routine maintenance under the scope of this contract.

Approval must be obtained from designated representative prior to purchasing any parts. The following documents must be provided when submitting invoice for payment :

- 6.1 An invoice indicating the price paid for the part to the supplier and manufacturer.
- 6.2 If any freight was associated with the shipment of the part, a paid freight invoice must be submitted.
- 6.3 The successful bidder's reimbursement for parts priced at \$ 500 or less will be computed utilizing the following formula:

$$(\text{Bidder's Cost for part}) \times (1 + \text{Bidder's markup percentage}) + \text{cost of freight}.$$
- 6.4 All Other markups on parts that cost more than \$500 will be individually approved by the designated County representative. Fulton County reserves the right to reject any and all pricing for parts and to require the successful bidder to install parts procured from other sources. If Fulton County elects to procure parts from an outside source, the successful bidder's warranty shall extend to labor.

7. Warranty Clause

The successful bidder will be responsible for providing warranty on all parts and labor for minimum period of ninety (90) days from the completion of the service. In the case of parts, if the manufacturer's standard warranty period is greater than 90 days, the manufacturer's standard warranty period will prevail. Any repair or replacement required within the warranty period will be at the expense of the successful bidder. Parts under warranty will be replaced at no additional cost to Fulton County.

8. Technical Reports

The successful bidder is required to submit a technical report on service calls within five (5) days of completion. The report must contain *necessarily* the following information:

- 8.1 Status of adequate supply of *spare* sprinklers in the spare cabinet.
- 8.2 Presence of any obstructive material in sprinkler system and recommended

corrective action.

- 8.3 Results of fire pump tests to include copy of updated pump curve with current data points plotted.
- 8.4 Results of test on dry pipe valves indicating initial air and water pressure,
- 8.5 Status report in respect of installations for each facility.

9. Inventory

The responding bidder must certify below that he has a full inventory of parts and services required within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303. The bidder understands that having the materials/ supplies/ services on an “if needed, as needed, and when needed basis” will be used in selecting the successful bidder. Fulton County reserves the right to reject any bid failing to meet this requirement.

Services Available: Yes ☐ No ☐

Location of Bidder's Facility:

Address: Parts Service

10. Delivery

Delivery requirements will be as required by the individual Zonal Managers. However, the successful bidder must be capable of responding to emergency repair calls within two (2) Hours. The successful bidder is required to maintain a point of contact for service twenty-four (24) hours per day, seven (7) days per week including holidays. Failure to adhere to this paragraph can be grounds for termination of the contract. The successful bidder must respond to requests in accordance with the following criteria:

- [A] Emergency Requests: Services and/or parts must be provided within two (2) hours to mitigate the emergency situation.
- [B] Urgent Requests: Services and/or parts must be provided within twenty-four (24) hours.
- [C] Routine Requests: Services and/or parts must be provided within Three (3) days.

11. Insurance

Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- B. Each respondent shall submit with the bid/proposal evidence of insurability as indicated below. The insurance shall be for the contract period.
- C. Respondent must maintain, at their expense, insurance in at least the following amounts and types.
- D. The Contractor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.
- E. The Certificate of Insurance shall identify the Certificate Holder as:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT -	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE -	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	
\$1,000,000.		
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000.
Products\Completed Operation	Aggregate Limit	\$1,000,000.
Personal and Advertising Injury	Limits	\$1,000,000.
Fire Damage	Limits	- \$ 100,000.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits		Each Occurrence	-	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).				
4.	ELECTRONIC DATA PROCESSING LIABILITY	Limits	-	\$1,000,000
(Required if computer contractor)				
5.	<u>UMBRELLA LIABILITY</u>	Each Occurrence	-	\$3,000,000
(In excess of above noted coverage's)				
6.	PROFESSIONAL LIABILITY	Each Occurrence	-	\$5,000,000
(Required if respondent providing quotation for professional services).				
7.	FIDELITY BOND	Each Occurrence	-	\$ 100,000
(Employee Dishonesty)				

Insurance in no way Limits the Liability of the Respondent.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

12. Bid Evaluation

Award(s) will be made to the lowest, most responsive and responsible bidder(s). Fulton County reserves the right to award contract to more than one vendor Fulton County reserves the right to add or delete any item(s) from the award.

To determine the lowest, most responsive bidder(s), Fulton County will consider the following criteria:

- 12.1 Price quoted by the vendor for Annual maintenance of facilities shown in Schedule A.
- 12.2 Price quoted by the vendor for 'Quarterly testing of the system for facilities shown in Schedule A.

Note for 12.1 and 12.2: Fulton County reserve the right to consider facilities in down town district in one group and rest of the buildings in another group, while comparing the prices.

12.3 Labor charges quoted for additional work, as required in Paragraphs 24 A and 24 B.

12.4 Discount offered in Paragraph 24 C

12.5 Compliance with all other and terms and conditions required in these specifications

To determine the most responsible bidder(s) Fulton County will consider the following information that the bidders must include with their bid.

12.6 Submittal with the bid, all documents supporting the bidder's experience in Fire Protection System inspection, testing and maintenance, as required in Paragraph 4

12.7 Bidder's warranty for work and spare parts as quoted in Paragraph 24 D

12.8 Compliance with the requirements in Paragraphs 19, 20 21 and 22

13. Terms and validity

When awarded, the contract will be valid for 12 months from date of award. Fulton County reserves the right to renew the contract through two (2) twelve (12) month's period, subject to approval of Board of Commissioners and availability of funds.

14. Silence of Specifications

The apparent silence of this specification, and any supplement thereto, as to details, or the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial and engineering practices are to prevail. In the event of a dispute arising from the provisions in this specification, the interpretation of Fulton County is to prevail. Only materials of the highest quality, correct type, size, and design are to be used.

15. Invoicing

Invoices submitted against the contract must include the information required in the technical report (paragraph 8). All invoices must include, as a minimum, the Fulton County Building Asset number, date of service, scope of service and hour logged from the service ticket. Invoices shall reflect work done on not more than one building. Invoices will be returned unpaid to the vendor when one of following conditions exists:

15.1 If the invoice is not accompanied by reports on individual buildings, as required in Paragraphs 22.5.4.

15.2 Invoices contain charges for items not referenced in the original bid schedule (I.E., trip charges, restocking fees, handling fees, mileage, taxes, miscellaneous charges etc.)

15.4 Invoices do not contain all the information (I.E., Location, purchase order number and building asset number)

15.5 The pricing on the invoice does not correspond to the bid price

15.6 Invoices shall be sent to the Managers of Zone in which the building is situated. The addresses to which invoices are to be sent are indicated below:

CENTRAL ZONE: General Services Department,
160 Pryor Street, suite B-4
Atlanta GA 30303

NORTH ZONE: General Services Department
3929 Aviation Circle, Building B
Atlanta GA 30336

SOUTH ZONE: General Services Department
5590 Stonewall Tell Road
College Park GA 30349

16. Payment

The successful bidder agrees to assist Fulton County in achieving its goal of paying all invoices within thirty (30) days after receipt of the said invoice by the Department of General Services. The successful bidder agrees that when and if this goal cannot be met, no legal action will be taken to force payment and no interest or penalty will accrue because of the County exceeding the thirty (30) day goal.

The following shall apply:

The contractor shall be eligible for payment after final inspection and acceptance of the services by the technical point of contacts. Payment to the contractor may be withheld in whole or in part as may be necessary to protect Fulton County from loss because of unsatisfactory execution of work by the contractor.

17. Process of Award

Fulton County will have a minimum of ninety (90) days to process an award at the prices bid. Issuance of a purchase order will bind the price for the stated duration of the award.

18. Schedule of Work

The successful bidder will be required to perform the minimum services listed below. All costs associated with this testing and maintenance schedule must be included in the bid price.

The successful bidder will not be allowed to line item bill for mileage, travel time or any miscellaneous services in conjunction with this testing and maintenance agreement. The successful bidder will be required to develop and coordinate with the Department of General

Services, a schedule of testing and maintenance services within ten (10) days after notification of award.

19. Quarterly Testing

Quarterly tests will be carried out separately three times in a year. These tests also form part of the Annual tests shown in Paragraph 21 below.

- 19.1 Carry out Main drain flow test with 2" main valve fully open.
- 19.2 Record the Static pressure and Residual pressure.
- 19.3 Verify that the Water flow Alarms are operational. Record the state of alarms the time to ring alarm, for Water meter gong and Water flow switch.
- 19.4 Submit a written report indicating all the observations as required above.

20. Annual Service

- 20.1 Annual Service shall be performed at least once yearly. Annual service also includes the requirements in the quarterly service. All services listed as annual must be performed at this time, in addition to the tests in quarterly service. Payment shall be at the rate indicated for annual service only. The tasks include those listed under "General" at the end of these specifications.
- 20.2 Winterization preventive maintenance will be done on dry systems in addition to annual service. This service will be performed before 15th of November each year to ensure that any subsequent freezing weather will not adversely affect the operation of the sprinkler system. (This will also apply for option years, if exercised).

21. Multi Year Services

Multi Year Services will be indicated by the calendar year the task is required to be accomplished. Bidders must provide prices for all item indicated for accomplishment in 2005.

22. Testing and Maintenance Tasks: Fire Sprinklers and associated systems

22.1 Sprinkler Systems:

Outlined below is the minimum testing and maintenance requirements for Sprinkler system identified in **Schedule 'A'**, attached hereto.

TASKS:

Task #	Task	Frequency
1	Visually inspect all sprinklers for obstruction to spray patterns to include foreign materials, paint and physical damage.	Annual
2	Test calibration of gauges.	Annual
3	Test water flow alarm devices. This will be the fourth quarterly test.	Quarterly/Annual
4	Verify supply of spare sprinklers in a cabinet with required wrench.	Annual
5	Inspect and report any evidence of piping obstruction to include discharge of any obstructive material during water tests, heavy discoloration during drain tests or plugging of inspector test connection, foreign materials in fire pumps, dry pipe valves, or in check valves.	Annual
6	Test all system control valves through full range for proper operation. Secure each valve in the open position.	Annual
7	Perform main drain Test.	Annual
8	Lubricate operating stems on outside screw and yoke valves.	Annual
9	Inspect, clean and repair internal components of alarm valve in accordance with manufacturer's instructions.	Annual

Task #	Task	Frequency
10	Test dry pipe valves with control valve partially open. (Where test with control valves fully open is not due to NFPA 25,9-4.4.2.2.2).	Annual
11	Quick open Devices	Semi - Annual
12	Test dry pipe valve with control valve fully open.	Annual
13	Test automatic air pressure.	Annual
14	Clean and repair interior of dry pipe valve and drain low points in system in conjunction with dry pipe valve test.	Annual
15	Flow test sprinkler pressure regulating control valve.	Annual

(Continued on next page)

22.2 Standpipe and Hose System

Task #	Task	Frequency
1	Conduct a flow test by flowing the required volume of water at design pressure to the hydraulically most remote, highest, or dead end hose connection of each zone. Consult with Fulton County Fire Marshall when test from this location is not practical for suitable alternate.	Annual
2	Inspect hose valve outlets, piping , hose, hose nozzle, hose storage device, and cabinet in accordance with NFPA.25, Table 2-2.3, 1992 (or most recent) edition.	Annual
3	Perform main drain test, if not associated with sprinkler system.	Annual
4	Test system control valve through full range for proper operation. Secure each valve in the open position.	Annual

22.3 Fire Pumps

Task #	Task	Frequency
1	Preventive maintenance on fire pumps in accordance with manufacturer's recommendations or if these are not available, in accordance with NFPA 25, Table 5-5.1, 1992 (or most recent) edition.	Annual
2	Test fire pump assembly at "No Load", "Rated Load", and "Peak Load" conditions. Test shall be accomplished in accordance with NFPA 25, Chapter 5.	Annual
3	Compare results of Fire pump test to the unadjusted field acceptance test curve and previous year test curve.	Annual
4	Verify fire pump pressure relief valve is correctly adjusted and set to relieve the appropriate pressure and closes below that pressure.	Annual

22.4 Back-flow devices installed in Fire Protection Water Supply.

Task #	Task	Frequency
1	Test at designated flow rate of sprinkler system including hose stream demands. Measure friction loss across the device and compare to manufacturer's specifications.	Annual

22.5 General

- 22.5.1 Test all alarms associated with the system and indicate status in the reports
- 22.5.2 Grease and lubricate all moving and mechanical parts in the system.
- 22.5.3 Test and calibrate all gauges in the system and provide status /calibration report.

22.5.4 POINT OF CONTACT:

Contact Sylvia Hudson, Purchasing Department, 404 730-7916 for additional procedural information. E mail specification questions, to www.sylvia.hudson@co.fulton.ga.us, identify the bid number, and submit prior to March 1, to allow sufficient time for a response before due date of bid..

The county will recognize only written and signed communication from firms with questions relative to the bid specifications, and or requirements. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional can be given.

23. Exceptions and Remarks

Please indicate exceptions or remarks if any, in the space below. Add additional sheets if required.

24. Bid Pricing Information

Rates for testing and maintenance for each facility shall be given in the accompanying Schedule 'A'

The list in Schedule 'A' indicates buildings identified as of now. If any of these facilities need to be removed from this contract after it is in place, it may be done so at the request of the County, reducing the total amount due by the amount bid for that facility. If additional facilities need to be added during the time this contract is in place, they will be added and billed at an amount to be mutually agreed to before the service is performed.

Vendors shall state pricing below. **(DO NOT LEAVE BLANKS).**

- [A] Labor rate for other than testing and maintenance:
\$ _____ *Per Hour/ Per Man*
- [B] Overtime labor rate for other than testing and maintenance (shall not exceed 1.5 times the labor rate indicated in paragraph 24A.
\$ _____ *Per Hour/ Per Man*
- [C] Parts markup / discount from manufacturer's list price: (Indicate specifically in mark-up or discount)
_____ % Markup **Or** _____ % Discount
- [D] Indicate length of warranty period on labor and parts other than manufacturer's warranty:
_____ Days/ Months (Circle One)

Facilities with Fire Sprinkler**Schedule 'A'**

Note: Annual cost of maintenance will be calculated as 3 x Quarterly Maintenance Plus Cost of Annual Maintenance

Quarterly Maintenance will be carried out every three months. The fourth quarterly maintenance will coincide with the Annual maintenance

No	Building Code	Building Name and Address	Cost of Qtrly Maintenance Paragraph. 20	Cost of Annual Maintenance Paragraph 21	Cost of Winterization Paragraph 20 B
1	B451011	Auburn Library, 101 Auburn Ave. Atlanta, GA 30303			-----NA-----
2	B400012	Central Library, 1 Margaret Mitchell Sq. Atlanta, GA 30303			-----NA-----
3	B600032	Fulton County Courthouse - Sup. Ct. Bldg., 136 Pryor St. Atlanta, GA 30303			
4	B600012	Charles L. Carnes Justice Center Building of F.C., 160 Pryor St. Atlanta, GA 30303			-----NA-----
5	B613012	Government Center - Assembly Building, 141 Pryor St., SW Atlanta, GA 30303			-----NA-----
6	B613062	Government Center - Atrium Building, 141 Pryor St., SW Atlanta, GA 30303			-----NA-----
7	B613022	Government Center - Midrise Building (*), 141 Pryor St., SW Atlanta, GA 30303			
8	B613042	Government Center - Public Safety Building, 130 Peachtree St., SW Atlanta, GA 30303			-----NA-----
9	B613052	Government Center - Tower Building, 141 Pryor St., SW Atlanta, GA 30303			-----NA-----
10	B852012	Office of The Public Defenders Building, 137 Peachtree St., SW Atlanta, GA 30303			-----NA-----
11	B506011	Judge Romae T. Powell Juvenile Justice center, 395 Pryor Street Atlanta, GA 30312			-----NA-----
12	B600052	Justice Tower - Was Justice Center Tower (*), 185 Central Ave. Atlanta, GA 30303			
13	B815013	Medical Examiner's Building, 430 Pryor Street Atlanta, GA 30312			-----NA-----
			Cost of Qtrly	Cost of	Cost of

No	Building Code	Building Name and Address	Cost of Qtrly Maintenance Paragraph. 20	Cost of Annual Maintenance Paragraph 21	Cost of Winterization Paragraph 20 B
No	Building Code	Building Name and Address	Maintenance Paragraph. 20	Annual Maintenance Paragraph 21	Winterization Paragraph 20 B
14	B435011	Alpharetta Library, 238 Canton St. Alpharetta, GA 30201			-----NA-----
15	B431012	Buckhead Library, 269 Buckhead Ave., NE Atlanta, GA 30305			-----NA-----
16	B501022	Central Maintenance Facility, 895 Marietta Blvd. Atlanta, GA 30318			-----NA-----
17	B449012	Dogwood Library, 1838 Bankhead Hwy., NW Atlanta, GA 30318			-----NA-----
18	B360012	Dorothy C.Benson Senior Multi-Purpose Complex, 6500 Vernon Woods Dr Sandy Springs, GA			-----NA-----
19	B370013	Harriet G Darnell Senior Multi-Purpose Facility, 677 Fairburn Road Atlanta, GA 30331			-----NA-----
20	B374012	Helene S.Mills Senior Multi purpose Facility, 515 John Wesley Dobbs Ave Atlanta, GA 30312			-----NA-----
21	B504032	Jefferson Place Homeless Shelter, 1135 Jefferson Street Atlanta, GA 30318			-----NA-----
22	B453012	Kirkwood Library, 11 Kirkwood Rd. Atlanta, GA 30317			-----NA-----
23	B810013	North Fulton Senior Citizens Center, 1250 Warsaw Rd. Roswell, GA 30075-1645			-----NA-----
24	B428012	Northeast Regional Library, 9650, Spruill Rd Alpharetta, GA 30022			-----NA-----
25	B430012	Northside/Paces Ferry Library, 3295 Northside Pkwy., NW Atlanta, GA 30327			-----NA-----
26	B433012	Ponce De Leon Library, 980 Ponce De Leon Ave. Atlanta, GA 30306			-----NA-----
27	B436011	Roswell Library, 115 Norcross St. Roswell, GA 30075			-----NA-----
28	B421011	Sandy Springs Library, 395 Mt. Vernon Hwy, NE Atlanta, GA 30331			-----NA-----

No	Building Code	Building Name and Address	Cost of Qtrly Maintenance Paragraph. 20	Cost of Annual Maintenance Paragraph 21	Cost of Winterization Paragraph 20 B
29	B425013	Washington Park/Annie McPheters Library, 1116 M.L.K.Jr.Dr, Atlanta GA30314			-----NA-----

No	Building Code	Building Name and Address	Cost of Qtrly Maintenance Paragraph. 20	Cost of Annual Maintenance Paragraph 21	Cost of Winterization Paragraph 20 B
30	B434012	Adamsville/Collier Heights Library, 3424 M.L.K. Jr., Dr. Atlanta, GA 30331			-----NA-----
31	B800243	Camp Truitt Neighborhood Senior Center (*), 4320 Herschel Rd. College Park, GA 30337			
32	B447013	Cleveland Library, 47 Cleveland Ave. Atlanta, GA 30315			-----NA-----
33	B320013	College Park Regional Health Center, 1920 John Wesley Ave. College Park, GA 30337			-----NA-----
34	B811023	Gilbert G.Dulaney Emergency Child Shelter, 2836 Springdale Road Atlanta, GA 30315			-----NA-----
35	B710013	H.J.C Bowden Multi-Purpose Senior Center, 2885 Church St. East Point, GA 30344			-----NA-----
36	B371013	Hapeville Neighborhood Senior Center, 527 King Arnold Street Hapeville, GA 30354			-----NA-----
37	B811013	Palmetto Neighborhood Senior Center, 510 Turner Avenue Palmetto, GA 30268			-----NA-----
38	B448013	South Fulton Library, 4055 Flat Shoals Rd., SW College Park, GA 30291			-----NA-----
39	B251013	South Fulton Multi-Purpose Center, 4255 Will Lee Rd. College Park, 30349			-----NA-----
41	B373013	Southeast Neighborhood Senior Center, 1650 New Town Cir. Atlanta, GA 30315			-----NA-----
41	B380013	Southwest Arts Center, 915 New Hope Road Atlanta, GA 30331			-----NA-----
42	B440013	Southwest Regional Library, 3665 Cascade Rd., SW Atlanta, GA 30331			-----NA-----

No	Building Code	Building Name and Address	Cost of Qtrly Maintenance Paragraph. 20	Cost of Annual Maintenance Paragraph 21	Cost of Winterization Paragraph 20 B
43	B502023	Stonewall Camp Operation Ctr. Off & Visit, 5601 Stonewall Tell Rd. College Park, GA 30349			-----NA-----
44	B229013	Tom Lowe Shooting Range - 10 M Building, 3025 Merck Road, SW College Park, GA 30349			-----NA-----
45	B229023	Tom Lowe Shooting Range - 25 M Building, 3025 Merck Road, SW College Park, GA 30349			-----NA-----
46	B229033	Tom Lowe Shooting Range - 50 M Building, 3025 Merck Road, SW College Park, GA 30349			-----NA-----
47	B452013	West End Library, 525 Peebles St., SW Atlanta, GA 30310			-----NA-----

*Example of Contract***CONTRACT BETWEEN FULTON COUNTY
AND _____.**

THIS CONTRACT, entered into this ____ day of _____ 2005, by and between **FULTON COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and Company (hereinafter referred to as "Contractor").

W I T N E S S E T H :

WHEREAS, the County, through its General Services Department, has identified the need for **fire protection system maintenance and repair** for Fulton County facilities;

WHEREAS, the County by and through its General Services Department, has determined that this need can best be met by retaining the services of a **fire protection system maintenance and repair** contractor;

WHEREAS, the County requested a formal bid for **fire protection system maintenance and repair** for Fulton County facilities;

WHEREAS, the County and Contractor desire to enter into a Contract for provision of such services, the scope of services which is more specifically defined in Article III of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1 - ASSIGNMENT OF CONTRACT

Paragraph 1.0 Contractor shall inure to the benefit of the parties hereto and be binding to the extent allowable by law on the parties hereto, their heirs, successors, administrators, executors and assigns. Contractor shall not sell or in any way assign any parties, payments, rights, privileges, detriments, or benefits provided for in this Contract to any entity or person without the prior express written consent of the County. Such consent shall not be unreasonably withheld. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at Fulton County's sole option terminate this Contract without any notice to Contractor of such termination.

ARTICLE II - TERM

Paragraph 2.0 The time of performance shall begin date of award and continue for (12) consecutive months. Fulton County reserves the right to renew the Contract for three (2) additional 12-month periods pending availability of department appropriated funding, satisfactory Contract performance, as well as compliance with County rules, policies and Contract terms and conditions. If funds are not allocated, this Contract will terminate upon the expiration of the then existing term.

ARTICLE III - SCOPE OF WORK

Paragraph 3.0 The County retains Contractor and Contractor accepts retention by the County to render **fire protection system maintenance and repair** for Fulton County facilities as specified by Fulton County Invitation to Bid (ITB) #_____, Contractor's bid and any and all clarifications or amendments thereto, all of which are incorporated herein, made part of this Contract, and referred to collectively as the "Contract Documents". Contractor shall perform all such services, including any and all agreed upon in written amendments, in the manner and to the extent agreed to by the parties herein. ITB #_____ is hereby attached and incorporated herein as Attachment A. Contractor's bid is hereby attached and incorporated herein as Attachment B. Contractor is to furnish all labor, equipment, transportation, material, insurance, and other requirements necessary to provide **fire protection system maintenance and repair** for Fulton County facilities as specified in Attachment A.

Paragraph 3.1 Contractor shall commence providing **fire protection system maintenance and repair** as stated in the Invitation to Bid (ITB #_____) and Contractor's own response to that bid (**Attachments A & B respectively**). In the event there is a conflict between the scope of work described in the Invitation to Bid and the Contractor's own bid, the description in the Invitation to Bid takes precedence. In the event that specifications in either the Invitation to Bid or the Contractor's own proposal lack detailed descriptions concerning performance, the best commercial practices in the industry shall be used and only materials of the correct type, size and design are to be used. All workmanship and quality of materials shall be first quality as determined by the sole

discretion of the County. Any equipment or supplies determined by the County to be improper or insufficient to the task to be performed shall be replaced immediately with County approved equipment/supplies. This will be done at no additional cost to the County.

Paragraph 3.2 Any additional services that are to be performed by Contractor and not included in the ITB or the bid response must be approved by the County pursuant to Change Order Policy and Procedure 800-6 in advance of Contractor providing services and billed at the unit rate stated in the bid response.

Paragraph 3.3 The silence of this Contract, or any of the documents incorporated into it by reference with regard to items or services typically a part of the contracted service shall not relieve Contractor of the obligation to perform.

ARTICLE IV - AUDIT

Paragraph 4.0 The County shall have the right to review Contractor's records and documents, upon reasonable notice, to determine if number of hours worked and labor charges are consistent with Contract requirements. Contractor shall permit the County's Internal Audit Department to inspect and audit all files of Contractor relevant to its performance under this Contract for thirty-six (36) months after final payment. The Contractor file shall be retained by Contractor during the term of the Contract and for thirty-six (36) months after final payment for the purpose of such audit and inspection.

Paragraph 4.1 The County=s authorized representative shall have the right to supervise the **fire protection system maintenance and repair** performed by the Contractor, with regard to the frequency and adequacy of services provided. For this purpose, the respective Zonal Manager will be the County=s authorized representative.

Paragraph 4.2 Contractor agrees to include audit requirements specified in Section 4.0 above in any and all contracts with subcontractors, consultants, or agents whose services will be charged directly or indirectly to the County under the Contract herein.

ARTICLE V - COMPENSATION FOR SCOPE OF WORK

Paragraph 5.0 The services described under "Scope of Work" herein shall be performed by Contractor for a total sum not to exceed \$_____ from date of award and continuing for (12) twelve consecutive months.

Paragraph 5.1 Any additional services requested by the County within the scope of work of this Contract shall be performed by the Contractor and a detailed invoice submitted which references the written contract, which must be approved by the County pursuant to Change Order Policy 800-6 before the work is started.

Paragraph 5.2 Contractor shall submit monthly invoices for work performed during the previous calendar month to the following zones: Central Zonal Maintenance, Fulton Co.

Justice Center, 160 Pryor St., Suite B-4, Atlanta, Ga. 30303; North Zonal Maintenance, 3929 Aviation Circle, Bldg. B., Atlanta, Ga. 30336 and South Zonal Maintenance, 5590 Stonewall Tell Road, College Park, Ga. 30349. No job, task, or duty may be submitted to Fulton County for payment unless the work has been completed. Any invoice which attempts to change the terms of this Contract is null and void and Contractor shall be required to provide a proper invoice to Fulton County prior to payment.

Paragraph 5.3 Fulton County shall make payments to Contractor by U.S. mail approximately thirty (30) days after receipt of a proper invoice by the Fulton County General Services Department. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

ARTICLE VI - RESPONSIBILITY FOR CLAIMS AND LIABILITY

Paragraph 6.0 CONTRACTOR shall indemnify and hold harmless the **COUNTY** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit and judgment, including attorney=s fees, arising out of or resulting from the negligent, intentional or willful performance or non-performance of the work. **CONTRACTOR=S** duty to indemnify applies in connection with, but is not limited to, injury or death of any person or persons, loss of or damage to property caused by or in any way connected with **CONTRACTOR=S** negligent, intentional or willful performance or non-performance of the work, whether such injury, death, loss or damage results from any cause whatsoever. The **CONTRACTOR=S** duty to indemnify shall extend to all claims, damage, loss or expense caused in whole or in part by any act or omission of the **CONTRACTOR**, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. **CONTRACTOR** shall not hold harmless or indemnify the **COUNTY** for the sole acts or omissions of the County=s employees or agents. **CONTRACTOR=S** obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also include but is not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. **CONTRACTOR** further agrees to protect, defend, indemnify and hold harmless the **COUNTY** and its officers, agents and employees from and against any and all

claims or liability for compensation under the Worker=s Compensation Act arising out of injuries sustained by any employees of **CONTRACTOR**. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE VII - TERMINATION

Paragraph 7.0 If through any cause, other than the actions or failure to act of the County, Contractor shall fail to perform the **fire protection system maintenance and repair** as specified in this Contract, including the Bid Documents in a satisfactory, timely and proper manner after (1) receipt of notice of such failure and (2) a ten (10) day cure period after receipt of notice of such failure, or in the event that any of the provisions or stipulations of this Contract are violated by Contractor and continue to be violated ten (10) days following receipt of written notice of such violation, the County shall thereupon have the right to immediately terminate this Contract by serving written notice to Contractor of its intent to terminate the Contract. If the Contract is terminated by County, Contractor will be compensated for the work satisfactorily performed up to the termination date.

Paragraph 7.1 In the event that the County determines that it is no longer in its best interest to provide these services through the use of an independent contractor, the County may terminate this Contract, without any liability whatsoever upon the County, by giving (60) days notice in writing (by hand delivery or posting in the U.S. Mail) to Contractor. If the Contract is terminated by the County, Contractor will be compensated for the work

satisfactorily performed up to the termination date.

Paragraph 7.2 In the event that the Contractor determines that it is no longer in its best interest to provide this service, the Contractor may terminate this Contract by giving (120) days written notice to the County. The notice should state the reason for such action. If the Contract is terminated pursuant to this provision, Contractor will only be compensated for the work satisfactorily performed up to and including the date of the written termination notice.

Paragraph 7.3 Upon termination of the Contract, the Contractor shall immediately turn over to the County all information, reports, data, equipment, etc, in its possession, respective of whether such information, report data, equipment is in a completed form.

ARTICLE VIII - SUSPENSION OF WORK

Paragraph 8.0 COUNTY may order CONTRACTOR in writing to suspend, delay or interrupt all or any part of the work for such period of time as it may determine appropriate for the convenience of COUNTY. The time for completion of the work shall be extended by the number of days the work is suspended. COUNTY shall not be responsible for any claims, damages or cost stemming from any delay of the project.

ARTICLE IX - INDEPENDENT CONTRACTOR

Paragraph 9.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and Contractor. Under no circumstances shall Contractor, its subcontractor, directors, officers, employees, agents, partners, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of the County. Contractor acknowledges that its subcontractors, directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

ARTICLE X - PROVIDE COUNTY INSURANCE REQUIREMENTS

Paragraph 10.0 All insurance shall be provided to and accepted by the County in accordance with the requirements stated in the specifications of the Bid Documents.

Paragraph 10.1 Contractor acknowledges that insurance meets all requirements under state law including solvency of surety and status of Georgia surety.

Paragraph 10.2 It shall be the Contractor's responsibility to monitor the status of the insurance company to be certain that the policies continue to be current and valid during the entire term of the Contract. If a policy becomes invalid for any reason, the Contractor must provide the County with a current, valid policy within ten (10) days.

ARTICLE XI - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 11.0 This Contract and the incorporated documents constitutes the entire Contract between the County and Contractor and there are no further written or oral Contracts with respect thereto. No variation or modification of this Contract, and no waiver of this provision, shall be valid unless in writing, comply with Change Order Policy 800-6 and approved by the Board of Commissioners.

ARTICLE XII - NON-DISCRIMINATION

Paragraph 12.0 Contractor agrees to comply with federal and state laws, rules and regulations and the County=s policy relative to non-discrimination in employment practices and to non-discrimination in client and client services practices regarding political affiliation, religion, race, color, sex, disability, age or national origin.

ARTICLE XIII - SEVERABILITY OF TERMS

Paragraph 13.0 If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIV - CAPTIONS

Paragraph 14.0 The captions are inserted herein only as a matter of convenience and for reference and in no way defines, limits or describe the scope of this Contract or the intent of the provision thereof.

ARTICLE XV - NOTICES

Paragraph 15.0 Any and all notices referred under this Contract shall be sent, via certified mail, to the following individual on behalf of Fulton County:

Assistant Director
Building Maintenance

141 Pryor St., Suite G-119
Atlanta, Ga. 30303

With copies to the Director of Fulton County General Services Department and the County Attorney.

Furthermore, any and all notices required under this Contract shall be sent via certified mail, to the following individual on behalf of the Contractor.

[Contractor name and address]

ARTICLE XVI - WAIVER OF BREACH

Paragraph 16.0 The waiver by either party of a breach or violation of any provision of this Contract, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE XVII - COOPERATION WITH OTHER CONTRACTORS

Paragraph 17.0 **CONTRACTOR** will undertake the Scope of Services in cooperation with and in coordination with other studies, projects or related work performed for, with or by **COUNTY** employees, appointed with other contractors, **CONTRACTOR** shall fully cooperate with such other related consultants and **COUNTY** employees or appointed committees. **CONTRACTOR** shall provide within his schedule or work, time and effort to coordinate with other contractors under contract with **COUNTY**. **CONTRACTOR** shall not commit or permit any act, which will interfere with the performance of work by any other contractors or by **COUNTY** employees.

ARTICLE XVIII – FORCE MAJEURE

Paragraph 18.0 Neither the County nor the Contractor shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

ARTICLE XIX - PERSONNEL AND EQUIPMENT

Paragraph 19.0 CONTRACTOR shall identify in writing a project manager who shall have sole authority to represent **CONTRACTOR** on all manners pertaining to this Contract. **CONTRACTOR** represents that it has secured or will secure, at its= own expense, all equipment and personnel necessary to complete Contractor=s Services under the Contract, none of whom shall be employees of or have any contractual relationship with **COUNTY**. All of the services required hereunder will be performed by **CONTRACTOR** under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

ARTICLE XX - GOVERNING LAW

Paragraph 20.0 This Contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Georgia.

In witness whereof, the parties have executed this *contract* .

For Contractor

(seal)

For Fulton County

Approved as to Form:

Attest:

Office of the County Attorney

Clerk to the Commissioners

(seal)

Approved as to Content:

Director
General Services Department

Chair
Board of Commissioners

NONCOLLUSION AFFIDAVIT OF BIDDER (FC Sec 2-320, (11))

State of _____)

ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent) of _____,
the Bidder that has submitted the Bid;
- (2) He is fully informed respecting the preparation and contents of the bid and of all
pertinent circumstances respecting such bid;
- (3) Such Bid is genuine and is not a collusive of sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly with any other Bidder, firm or
person to submit a collusive or sham Bid in connection with the Contract for which the
bid has been submitted or refrain from bidding in connection with such Contract, or has
in any manner, directly or indirectly, sought by agreement or collusion or communication
or conference with any other Bidder, firm or person to fix the price or prices in the Bid or
of any other bidder, or to fix any overhead, profit or cost element of the bidding price or
the bidding price of any other bidder, or to secure through any collusion, conspiracy,
connivance or unlawful agreement any advantage against Fulton County or any person
interested in the proposed Contract; and

The price or prices in the bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the bidder or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____, 200__.

Title

My commission expires _____

(Date)

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR (FC Sec 2-320, (11))

State of _____)

ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent)
of _____, hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the Bid submitted by the Subcontractor to _____, the Contractor for certain work connection with the _____ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or to refrain from submitting a Bid in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's bid, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the Subcontractor's Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and Sworn to before me this ____ day of _____ 200____.

Title

My commission expires _____

(Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR BID REQUIREMENTS

This is to certify that on this day, bidder acknowledges that he/she has read this bid document,
pages # _____ to # _____ inclusive, including any addenda # _____ to #

exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to
_____, in its entirety, and agrees that no pages or parts of the document have been
omitted, that he/she understands, accepts and agrees to fully comply with the requirements
therein, and that the undersigned is authorized by the proposing company to submit the bid
herein and to legally obligate the bidder thereto.

Company:

Signature:

Name:

Title: _____ Date:

(CORPORATE SEAL)

FULTON COUNTY BIDDING GENERAL REQUIREMENTS**NOTICE TO ALL BIDDERS (FORM 99)**

LISTED BELOW ARE THE REQUIREMENTS FOR ALL BIDDERS INTERESTED IN DOING BUSINESS WITH FULTON COUNTY:

1. THE BID SHEETS INCLUDED IN THIS INVITATION TO BID MUST BE FULLY COMPLETED AND RETURNED WITH THE BID UNLESS OTHERWISE SPECIFIED IN WRITING BY THE PURCHASING DEPARTMENT. TYPE OR NEATLY PRINT THE DATE, COMPANY NAME, AND THE FULL LEGAL NAME AND TITLE OF THE PERSON(S) SIGNING THE BID IN THE PLACE PROVIDED AT THE BOTTOM OF EACH BID SHEET. ANY ADDITIONAL SHEETS SUBMITTED MUST CONTAIN THE SAME SIGNATURE AND BIDDER INFORMATION.
2. ORIGINAL SIGNATURE(S) MUST APPEAR ON EACH PAGE OF THE BID DOCUMENT. ALL SIGNATURES MUST BE EXECUTED BY PERSON(S) HAVING CONTRACTING AUTHORITY FOR THE BIDDER.
3. NO FAX BIDS OR REPRODUCTION BIDS WILL BE ACCEPTED, EXCEPT THAT PHOTOCOPIES MAY BE SUBMITTED IN ADDITION TO THE ORIGINAL WHEN MULTIPLE COPIES OF THE BID ARE SPECIFICALLY REQUESTED IN THE INVITATION.
4. THE ENVELOPE IN WHICH THE BID RESPONSE IS SUBMITTED MUST BE SEALED AND MUST BE CLEARLY LABELED WITH THE BID NUMBER AND BID OPENING DATE AND TIME. THE PURCHASING AGENT HAS NO OBLIGATION TO CONSIDER BIDS WHICH ARE NOT IN PROPERLY MARKED ENVELOPES.
5. ALL BIDS MUST BE RETURNED TO THE FULTON COUNTY PURCHASING DEPARTMENT AGENT, 130 PEACHTREE STREET, S.W., SUITE 1168, ATLANTA, GA 30303, BY THE DESIGNATED DATE AND TIME. NO LATE BIDS WILL BE ACCEPTED FOR ANY REASON. BIDDER MAY CALL (404) 730-5800 FOR ANY QUESTIONS ABOUT PURCHASING PROCEDURES.
6. IF A BIDDER CHOOSES NOT TO RESPOND TO A BID REQUEST, BIDDER MUST RETURN A COPY OF THE BID REQUEST STATING ON THE OUTSIDE OF THE ENVELOPE "NO BID" AND INDICATING WHETHER THE BIDDER WISHES TO REMAIN ON FULTON COUNTY'S BIDDER LIST.
7. SHOW INFORMATION AND PRICES IN THE FORMAT REQUESTED. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, AND MUST INCLUDE ALL COSTS CHARGEABLE TO THE CONTRACTOR IN EXECUTING THE CONTRACT, INCLUDING TAXES. UNLESS OTHERWISE PROVIDED IN THE CONTRACT, FULTON COUNTY SHALL HAVE NO LIABILITY FOR ANY COST NOT INCLUDED IN THE PRICE. THE CONTRACTOR SHALL PROVIDE FULTON COUNTY THE BENEFIT THROUGH A REDUCTION IN PRICE OF ANY DECREASE IN THE CONTRACTOR'S COSTS BY REASON OF ANY TAX EXEMPTION BASED UPON FULTON COUNTY'S STATUS AS A TAX-EXEMPT ENTITY.
8. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY.
9. ALL PRICES BID MUST BE AUDITED BY THE BIDDER TO ENSURE CORRECTNESS BEFORE BID IS SUBMITTED. THE BIDDER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF INFORMATION PLACED ON A BID SHEET, INCLUDING PRICES. CLERICAL OR MATHEMATICAL ERROR IS INSUFFICIENT TO VOID A SUCCESSFUL BID

BUT A BIDDER MAY WITHDRAW A SEALED BID PRIOR TO OPENING WITHOUT A PENALTY.

10. ALL PRICES MUST BE SUBMITTED IN THE FORMAT REQUESTED AND LESS ALL TRADE DISCOUNTS. WHEN MULTIPLE ITEMS ARE BEING BID, BIDDER MUST SHOW BOTH THE UNIT PRICE AND THE TOTAL EXTENDED PRICE FOR EACH ITEM. WHEN APPLICABLE, THE BIDDER MUST INCLUDE AN ADDITIONAL TOTAL LUMP SUM BID FOR GROUPS OF ITEMS. IN THE EVENT BIDDER IS OFFERING AN ADDITIONAL DISCOUNT ON GROUPS OF ITEMS, BIDDER MUST INDICATE THE TOTAL LUMP SUM BID FOR THE PARTICULAR GROUP OF ITEMS BEFORE ANY EXTRA DISCOUNT, THE AMOUNT OF EXTRA DISCOUNT, AND THE NET TOTAL FOR THE PARTICULAR GROUP. IN THE EVENT OF AN EXTENSION ERROR, UNIT PRICING SHALL PREVAIL.
11. BY SUBMITTING A SIGNED BID, BIDDER AGREES TO ACCEPT AN AWARD MADE AS A RESULT OF THAT BID UNDER THE TERMS AND CONDITIONS SPELLED OUT IN THE BID DOCUMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE DIFFERENT BID DOCUMENTS, THE COUNTY'S COVER CONTRACT (IF USED) SHALL HAVE PRECEDENCE, FOLLOWED BY THE INVITATION TO BID, PURCHASE ORDER, BID, CONTRACTOR'S WARRANTY AGREEMENT, MAINTENANCE AGREEMENT, AND/OR OTHER CONTRACTOR-PROVIDED AGREEMENTS. A BIDDER MAY SUBMIT ONLY ONE BID RESPONSE FOR EACH SPECIFIC BID NUMBER UNLESS OTHERWISE AUTHORIZED IN THE SPECIFICATIONS.
12. ALL PRICES SUBMITTED BY THE BIDDER TO FULTON COUNTY MUST BE GUARANTEED BY THE AUTHORIZED PERSON(S) AGAINST ANY PRICE INCREASE FOR THE TIME PERIOD DESIGNATED IN THE BID SPECIFICATIONS, AND FULTON COUNTY MUST BE GIVEN THE BENEFIT OF ANY PRICE DECREASE OCCURRING DURING SUCH DESIGNATED TIME PERIOD.
13. ALL ITEMS BID MUST BE NEW. USED, REBUILT OR REFURBISHED ITEMS WILL NOT BE CONSIDERED UNLESS SPECIFICALLY AUTHORIZED BY FULTON COUNTY IN THE WRITTEN SPECIFICATIONS.
14. ALL BIDDERS MUST SPECIFY IN THE BID RESPONSE THE EARLIEST ACTUAL DELIVERY DATE FOR EACH ITEM UNLESS OTHERWISE SPECIFIED IN WRITING BY FULTON COUNTY. THE DELIVERY DATE MAY BE A FACTOR IN DECIDING THE BIDDER'S CAPABILITY TO PERFORM.
15. A SUCCESSFUL BIDDER'S DELIVERY TICKET(S) AND INVOICE(S) MUST LIST EACH ITEM SEPARATELY AND MUST SHOW FULTON COUNTY'S PURCHASE ORDER NUMBER AS WELL AS THE PROPER DEPARTMENT AND ADDRESS TO WHICH DELIVERY WAS MADE, AS LISTED ON THE PURCHASE ORDER OR IN THE BIDDER'S CONTRACT WITH FULTON COUNTY.
16. UNLESS CLEARLY SHOWN AS "NO SUBSTITUTE" OR WORDS TO THAT EFFECT, ANY ITEMS IN THIS INVITATION TO BID WHICH HAVE BEEN IDENTIFIED, DESCRIBED OR REFERENCED BY A BRAND NAME OR TRADE NAME ARE FOR REFERENCE ONLY. SUCH IDENTIFICATION IS INTENDED TO BE DESCRIPTIVE BUT NOT RESTRICTIVE, AND IS TO INDICATE THE GENERAL QUALITY AND CHARACTERISTICS OF PRODUCTS THAT MAY BE OFFERED. OTHER PRODUCTS WILL BE CONSIDERED FOR AWARD IF SUCH PRODUCTS ARE IDENTIFIED IN THE BID AND ARE DETERMINED BY THE COUNTY TO MEET ITS NEEDS. EACH ITEM BID MUST BE INDIVIDUALLY IDENTIFIED AS TO WHETHER IT IS A SPECIFIED ITEM OR AN EQUIVALENT ITEM BY TYPING OR PRINTING AFTER THE ITEM(S): THE BRAND NAME; MODEL OR MANUFACTURER'S NUMBER; OR ANOTHER IDENTIFICATION REGULARLY USED IN THE TRADE. DEVIATIONS FROM THE SPECIFICATIONS MUST BE CLEARLY AND FULLY LISTED ON

THE BID SHEET, INCLUDING PHOTOGRAPHS OR CUTS, SPECIFICATIONS, AND DIMENSIONS OF THE PROPOSED "ALTERNATE".

17. FOR ALL BIDS, FULTON COUNTY RESERVES THE RIGHT TO REQUEST REPRESENTATIVE SAMPLES. IF REQUESTED, SAMPLES MUST BE DELIVERED AT THE BIDDER'S COST WITHIN THREE (3) BUSINESS DAYS. SAMPLES ARE SUBMITTED AT THE RISK OF THE BIDDER AND MAY BE SUBJECTED TO DESTRUCTIVE TESTS BY FULTON COUNTY. SAMPLES OF EXPENDABLE ITEMS WILL NOT BE RETURNED TO THE BIDDERS. SAMPLES MUST BE PLAINLY TAGGED WITH FULTON COUNTY'S BID NUMBER, ITEM NAME, MANUFACTURER, AND THE NAME OF THE BIDDER.
18. FULTON COUNTY IS THE SOLE JUDGE OF "EXACT EQUIVALENT", OR "ALTERNATE". THE FACTORS TO BE CONSIDERED ARE: FUNCTION, DESIGN, MATERIALS, CONSTRUCTION, WORKMANSHIP, FINISHES, OPERATING FEATURES, OVERALL QUALITY, LOCAL SERVICE FACILITIES, WARRANTY TERMS AND SERVICE, AND OTHER RELEVANT FEATURES OF ITEM(S) BID.
19. ITEM(S) BID MUST BE COMPLETE AND READY TO OPERATE. NO OBVIOUS OMISSIONS OF COMPONENTS OR NECESSARY PARTS SHALL BE MADE EVEN THOUGH THE SPECIFICATIONS MAY NOT DETAIL OR MENTION THEM. UNIT(S) MUST BE FURNISHED WITH FACTORY INSTALLED EQUIPMENT AND MUST BE COMPARABLE WITH THE BASIC FORM, FIT, AND FUNCTIONAL REQUIREMENTS WHICH ARE ALL TO BE INCLUDED IN THE BASE PRICE AS WELL AS ANY OTHER EQUIPMENT INCLUDED AS STANDARD BY THE MANUFACTURER OR GENERALLY PROVIDED TO THE BUYING PUBLIC.
20. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR ALL ITEM(S) DAMAGED PRIOR TO F.O.B. DESTINATION DELIVERY AND AGREE TO HOLD HARMLESS FULTON COUNTY OF ALL RESPONSIBILITY FOR PROSECUTING DAMAGE CLAIMS.
21. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR REPLACEMENT OF ALL DEFECTIVE OR DAMAGED GOODS WITHIN THIRTY (30) DAYS OF NOTICE BY FULTON COUNTY OF SUCH DEFECT OR DAMAGE.
22. ALL SUCCESSFUL BIDDERS MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING OR ENSURING WARRANTY SERVICE ON ANY AND ALL ITEMS INCLUDING GOODS, MATERIALS, OR EQUIPMENT PROVIDED TO THE COUNTY WITH WARRANTY COVERAGE. IF A SUCCESSFUL BIDDER IS NOT THE MANUFACTURER, ALL MANUFACTURER'S WARRANTIES MUST BE PASSED THROUGH TO FULTON COUNTY. THE BIDDER AND NOT FULTON COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER OR THE WARRANTY SERVICE PROVIDER DURING THE WARRANTY PERIOD AND SUPERVISING THE COMPLETION OF THE WARRANTY SERVICE TO THE SATISFACTION OF FULTON COUNTY.
23. A SUCCESSFUL BIDDER PROVIDING ANY EQUIPMENT WHICH REQUIRES FITTING AND ASSEMBLY SHALL BE SOLELY RESPONSIBLE FOR SUCH INSTALLATION BEING PERFORMED BY A MANUFACTURER'S AUTHORIZED OR APPROVED SERVICER OR AN EXPERIENCED WORKER, UTILIZING WORKMANSHIP OF THE HIGHEST CALIBER. THE BIDDER MUST VERIFY ALL DIMENSIONS AT THE SITE, SHALL BE RESPONSIBLE FOR THEIR CORRECTNESS, AND SHALL BE RESPONSIBLE FOR THE AVAILABILITY OF REPLACEMENT PARTS WHEN SPECIFIED IN WRITING BY FULTON COUNTY IN THE SPECIFICATIONS, PURCHASE ORDER, OR OTHER CONTRACT.
24. A SUCCESSFUL BIDDER IS SOLELY RESPONSIBLE FOR DISPOSING OF ALL WRAPPINGS, CRATING, AND OTHER DISPOSABLE MATERIAL UPON DELIVERY OF

ITEM(S).

25. ALL BIDDERS ARE REQUIRED TO BE AUTHORIZED DISTRIBUTORS OR REGULARLY ENGAGED IN THE SALE OR DISTRIBUTION OF THE TYPE OF GOODS, MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN ADDITION, ALL BIDDERS ARE REQUIRED TO PROVIDE FULTON COUNTY WITH THREE (3) WRITTEN REFERENCES DOCUMENTING THE SUCCESSFUL COMPLETION OF BIDS OR CONTRACTS FOR THE TYPES OF ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE BIDDER IS SUBMITTING A BID RESPONSE. IN INSTANCES WHERE A BIDDER HAS NEVER SUPPLIED SUCH GOODS, MATERIAL, EQUIPMENT, OR SERVICES BEFORE, THE BIDDER MUST SUBMIT WITH THE BID RESPONSE A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE BIDDER AS A RESPONSIBLE BIDDER, CAPABLE OF MEETING THE BID REQUIREMENTS SHOULD AN AWARD BE MADE. NO EXCEPTIONS TO THIS PROVISION WILL BE MADE UNLESS AUTHORIZED IN THE BID SPECIFICATIONS.
26. BIDDERS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR BID PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNT MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY BIDDER IF EVIDENCE FAILS TO INDICATE THAT THE BIDDER IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORILY.
27. ALL BIDDERS MUST COMPLY WITH ALL FULTON COUNTY PURCHASING LAWS, POLICIES, AND PROCEDURES, AND NONDISCRIMINATION IN CONTRACTING AND PROCUREMENT ORDINANCE, AND RELEVANT STATE AND FEDERAL LAWS INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH EEOC HIRING GUIDELINES AND REQUIREMENTS UNDER THE AMERICANS WITH DISABILITIES ACT. SUCCESSFUL BIDDER MUST OBTAIN ALL PERMITS, LICENSES, AND INSPECTIONS AS REQUIRED AND FURNISH ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, TOOLS, SUPERVISION, AND INCIDENTALS NECESSARY TO ACCOMPLISH THE WORK IN THESE SPECIFICATIONS.
28. A SUCCESSFUL BIDDER WHO IS UNABLE OR UNWILLING TO ENTER INTO A CONTRACT WITH FULTON COUNTY SUBSEQUENT TO BEING GRANTED AN AWARD, OR WHO FAILS TO PERFORM IN ACCORDANCE WITH THE BID SPECIFICATIONS WILL BE SUBJECT TO DAMAGES AND ALL OTHER RELIEF ALLOWED BY LAW.
29. SUCCESSFUL BIDDERS CONTRACT DIRECTLY WITH FULTON COUNTY AND ARE THE PARTY OR PARTIES OBLIGATED TO PERFORM. CONTRACTS MAY NOT BE ASSIGNED AND ANY FAILURE TO PERFORM THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS WILL CONSTITUTE A BREACH OF CONTRACT AND MAY RESULT IN A BIDDER BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
30. IN CASE OF DEFAULT BY THE SUCCESSFUL BIDDER, FULTON COUNTY MAY PROCURE THE ARTICLES FOR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL BIDDER RESPONSIBLE FOR ANY RESULTING EXCESS COST.
31. THE COUNTY MAY AWARD ANY BID IN WHOLE OR IN PART TO ONE OR MORE VENDORS OR REJECT ALL BIDS AND/OR WAIVE ANY TECHNICALITIES IF IT IS IN THE BEST INTERESTS OF THE COUNTY TO DO SO. IN THE EVENT THAT ALL BIDS ARE

NOT REJECTED, BIDS FOR ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES WILL BE AWARDED TO THE LOWEST "RESPONSIBLE" BIDDER(S) AS DETERMINED BY FULTON COUNTY. SUBMITTING THE LOWEST BID, AS PUBLISHED AT THE BID OPENING, DOES NOT CONSTITUTE AN AWARD NOR THE MUTUAL EXPECTATION OF AN AWARD OF A CONTRACT OR PURCHASE ORDER. FOR PURPOSES OF THIS NOTICE AND THE ATTACHED BID SHEETS, A PURCHASE ORDER IS A CONTRACT TO PROVIDE ITEMS INCLUDING GOODS, MATERIALS, EQUIPMENT, AND SERVICES AND IS INTENDED TO HAVE THE FULL FORCE AND EFFECT OF A CONTRACT. A BREACH OF THE TERMS AND CONDITIONS OF A PURCHASE ORDER CONSTITUTES A BREACH OF CONTRACT.

32. EVALUATION OF BIDS - ANY AWARD WILL BE SUBJECT TO THE BID BEING:
 - A. COMPLIANT TO THE SPECIFICATION - MEETS FORM, FIT, AND FUNCTION REQUIREMENTS STATED OR IMPLIED IN THE SPECIFICATION.
 - B. LOWEST COST TO THE COUNTY OVER PROJECTED USEFUL LIFE.
 - C. ADMINISTRATIVELY COMPLIANT - INCLUDING ALL REQUIRED BONDS, INSURANCE, ESTABLISHED QUALITY OF WORK AND GENERAL REPUTATION, FINANCIAL RESPONSIBILITY, RELEVANT EXPERIENCE, AND RELATED CRITERIA.
33. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. 50-18-70 ET SEQ.
34. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND BID OPENING PROCEDURES, O.C.G.A. 43-14-8.2(H).
35. SILENCE OF SPECIFICATIONS - THE APPARENT SILENCE OF THIS SPECIFICATION, AND ANY SUPPLEMENT THERETO, AS TO DETAILS, OR THE OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, WILL BE REGARDED AS MEANING ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ONLY MATERIALS OF THE HIGHEST QUALITY, CORRECT TYPE, SIZE, AND DESIGN ARE TO BE USED. ALL INTERPRETATIONS OF THIS SPECIFICATION WILL BE MADE UPON THE BASIS OF THIS STATEMENT, WITH FULTON COUNTY INTERPRETATION TO PREVAIL.
36. NO PERSON, FIRM, OR BUSINESS ENTITY, HOWEVER SITUATED OR COMPOSED, OBTAINING A COPY OF OR RESPONDING TO THIS SOLICITATION, SHALL INITIATE OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATIONS REGARDING THIS SOLICITATION WITH ANY COUNTY OFFICER, ELECTED OFFICIAL, EMPLOYEE, OR DESIGNATED COUNTY REPRESENTATIVE, BETWEEN THE DATE OF THE ISSUANCE OF THIS SOLICITATION AND THE DATE OF THE COUNTY MANAGER'S RECOMMENDATION TO THE BOARD OF COMMISSIONERS FOR AWARD OF THE SUBJECT CONTRACT, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION.
37. ALL VERBAL AND WRITTEN COMMUNICATIONS INITIATED BY SUCH PERSON, FIRM, OR ENTITY REGARDING THIS SOLICITATION, IF SAME ARE AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION, SHALL BE DIRECTED TO THE PURCHASING AGENT.
38. ANY VIOLATION OF THIS PROHIBITION OF THE INITIATION OR CONTINUATION OF VERBAL OR WRITTEN COMMUNICATIONS WITH COUNTY OFFICERS, ELECTED OFFICIALS, EMPLOYEES, OR DESIGNATED COUNTY REPRESENTATIVES SHALL RESULT IN A WRITTEN FINDING BY THE PURCHASING AGENT THAT THE SUBMITTED BID OR PROPOSAL OF THE PERSON, FIRM, OR ENTITY IN VIOLATION IS NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.
39. ANY OFFEROR INTENDING TO RESPOND TO THIS SOLICITATION AS A JOINT VENTURE MUST SUBMIT AN EXECUTED JOINT VENTURE AGREEMENT WITH THIS OFFER. THIS AGREEMENT MUST DESIGNATE THOSE PERSONS OR

ENTITIES AUTHORIZED TO EXECUTE DOCUMENTS OR OTHERWISE BIND THE
 JOINT VENTURE IN ALL TRANSACTIONS WITH FULTON COUNTY, OR BE
 ACCOMPANIED BY A DOCUMENT, BINDING UPON THE JOINT VENTURE AND ITS
 CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM
 JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE
 REJECTED AS BEING NON- RESPONSIVE.

CERTIFICATION REGARDING DEBARMENT

- (1) THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.
- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

 SIGNATURE

 DATE

INSTRUCTIONS FOR CERTIFICATION

- (1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.
- (2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDED A CONTRACT. IF IT IS LATER DETERMINED THAT THE PROSPECTIVE VENDOR KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO FULTON COUNTY, THE DEPARTMENT WITH WHICH THE TRANSACTION ORIGINATED MAY PURSUE AVAILABLE REMEDIES, INCLUDING SUSPENSION AND/OR DEBARMENT, FOR WITHDRAWAL OF AWARD OR TERMINATION OF A CONTRACT.
- (3) THE BIDDER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE PURCHASING AGENT TO WHOM THIS BID/PROPOSAL IS SUBMITTED IF AT ANYTIME THE BIDDER LEARNS THAT ITS CERTIFICATION WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

(FC CODE SEC. 2-322. DEBARMENT). (A) AUTHORITY TO SUSPEND.

AFTER REASONABLE NOTICE TO THE ENTITY INVOLVED AND REASONABLE OPPORTUNITY FOR THAT ENTITY TO BE HEARD, THE PURCHASING AGENT, AFTER CONSULTATION WITH USER DEPARTMENT, THE COUNTY MANAGER AND THE COUNTY ATTORNEY SHALL HAVE THE AUTHORITY TO SUSPEND AN ENTITY FOR CAUSE FROM CONSIDERATION FOR AWARD OF COUNTY CONTRACTS. AS USED IN THIS SECTION,

THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR STRUCTURED; PROVIDED, FURTHER, THAT ANY SUCH ENTITY SHALL ALSO BE SUBJECT TO SUSPENSION UNDER THIS SECTION IF ANY OF ITS CONSTITUENTS, MEMBERS, SUBCONTRACTORS AT ANY TIER OF SUCH ENTITY'S CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION AND THE ENTITY, OR ANY CONSTITUENT OR MEMBER, KNEW OR SHOULD HAVE KNOWN OF THE COMMISSION OF THE ACT. THE SUSPENSION SHALL BE FOR A PERIOD NOT TO EXCEED THREE YEARS UNLESS CAUSE IS BASED ON A FELONY CONVICTION FOR AN OFFENSE RELATED OR ASSOCIATED WITH FRAUDULENT CONTRACTING OR MISAPPROPRIATION OF FUNDS WHEREIN THE SUSPENSION SHALL NOT EXCEED SEVEN YEARS.

(B) CAUSES FOR SUSPENSION. THE CAUSES FOR SUSPENSION INCLUDE:

(1) **CONVICTION** FOR COMMISSION OF A CRIMINAL OFFENSE AS AN INCIDENT TO OBTAIN OR

ATTEMPTING TO OBTAIN A PUBLIC OR PRIVATE CONTRACT OR SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;

(2) **CONVICTION** OF STATE OR FEDERAL STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, **BRIBERY**, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY WHICH CURRENTLY, SERIOUSLY AND DIRECTLY AFFECTS RESPONSIBILITY AS A COUNTY CONTRACTOR;

(3) **CONVICTION** OF STATE OR FEDERAL ANTI-TRUST STATUTES ARISING OUT OF THE SOLICITATION AND SUBMISSION OF BIDS AND PROPOSALS;

(4) **VIOLATION** OF CONTRACT PROVISIONS, AS SET FORTH BELOW, OF A CHARACTER WHICH IS REGARDED BY THE PURCHASING AGENT TO BE SO SERIOUS AS TO JUSTIFY SUSPENSION ACTION;

A. FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS WITHIN A TIME LIMIT PROVIDED IN A COUNTY CONTRACT;

B. A RECENT RECORD OF FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE IN ACCORDANCE WITH THE TERMS OF ONE OR MORE CONTRACTS; PROVIDED, THAT FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE CAUSED BY ACTS BEYOND THE CONTROL OF THE CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;

C. MATERIAL MISREPRESENTATION OF THE COMPOSITION OF THE OWNERSHIP OR WORKFORCE OR BUSINESS ENTITY CERTIFIED TO THE COUNTY AS A MINORITY BUSINESS ENTERPRISE; OR

D. FALSIFICATION OF ANY DOCUMENTS.

(5) **COMMISSION** OR **SOLICITATION** OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.

(6) **KNOWING** MISREPRESENTATION TO THE COUNTY, OF THE USE WHICH A MAJORITY OWNED CONTRACTOR INTENDS TO MAKE A MINORITY BUSINESS ENTERPRISE (A BUSINESS ENTITY AT LEAST 51 PERCENT OF WHICH IS OWNED AND

CONTROLLED BY MINORITY PERSONS, AS DEFINED IN FULTON COUNTY CODE CHAPTER 6, ARTICLE B, MINORITY BUSINESS ENTERPRISE AFFIRMATIVE ACTION PROGRAM AND CERTIFIED AS SUCH BY THE COUNTY), AS A SUB-CONTRACTOR OR A JOINT VENTURE PARTNER, IN PERFORMING WORK UNDER CONTRACT WITH THE COUNTY.

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with the bid. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation. The Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the

Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents**. Failure to provide this information shall result in the Bid being deemed non-responsive:

- < Promise of Non-Discrimination (Exhibit A)
- < Employment Report (Exhibit B)
- < Schedule of Intended Subcontractor Utilization (Exhibit C)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- < Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

The following document **must** be completed as instructed if awarded the bid:

- < Prime Contractor's Subcontractor Utilization Report (Exhibit G)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/WE (_____),
Name

(_____),
Title Firm Name

Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/Sales Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder _____ Subcontractor

Date Completed: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/Sales Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder _____ Subcontractor

Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must** be completed and **submitted with the bid**. All prime bidders **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

PRIME BIDDER: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s) _____

1. My firm, as Prime Bidder on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount, that your firm will carry out directly):

2. If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.
3. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

Total Dollar Value of Small Business Enterprise Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the Owner, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the Owner to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the Owner may have for other defaults under the contract.

Signature/Title:_____

Firm or Corporate Name:_____

Address:_____

Telephone: ()_____

Fax Number: ()_____

Email Address:_____

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by ALL known subcontractor and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number _____
Project Name _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

RFP No._____

Project Name_____

This form must be completed and submitted with the bid if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder, certain relevant information must be provided prior to contract award.

The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business:_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

2) Name of Business:_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

3) Name of Business:_____
Street Address:_____
Telephone No.:_____
Nature of Business:_____

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of small business ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)_____

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

(Company)

Date: _____
(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20_____, before me, appeared _____
_____, the undersigned officer, personally appeared

_____, known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ _____

TOTAL AMOUNT REQUISITION TO DATE:\$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____

Name)

(Signature)

(Printed)

